



**MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION**

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JANUARY 26, 2016	RESPONSES DUE NO LATER THAN: JANUARY 29, 2016 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION BELOW)
TO BE DELIVERED BY: REFER TO THE SCOPE OF WORK SECTION BELOW.	REQUEST # NE16-27Q-R2 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 FAX NUMBER: (573)-526-3169
Mailing Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552	RFQ RESPONSES ACCEPTED BY FAX	Delivery Location: MoDOT - Northeast District New Florence Maintenance Building (Interstate 70) 540 Farm Tree Rd (South Outer Road – East of Rt. 19) New Florence, MO. 63363 (Montgomery County)

SCOPE OF WORK

The Missouri Department of Transportation's Northeast District is seeking quotations from vendors to provide MALP (Magnesium-Alumina-Liquid-Phosphate) or similar Concrete Repair Material as well as a factory representative to be on site during the project and to assist with job planning beforehand. This may also involve supplying necessary equipment with operator(s) for the mixing/placement of materials.

This project involves a full-depth patch repair on a bridge located on Westbound Interstate 70, located approximately 10 miles west of New Florence, Missouri, in Montgomery County, over the Loutre River.

The patch is approximately 8' x 7' x 8", including a ½" asphalt wearing surface over the concrete deck (38 Cubic Feet) with material poured to match the top of asphalt grade. Enough material will be needed for 50 Cubic Feet to allow for overruns. The desired material is MALP (Magnesium-Alumina-Liquid-Phosphate) or similar Concrete Repair Material with a freezing point below (-10) degrees Fahrenheit and capable of supporting interstate traffic loads within one hour after finishing at 40 degrees Fahrenheit.

As a part of the cost of the quoted materials, this expense should include the vendor supplying a factory representative to assist with planning by advising on equipment and materials beforehand, particularly with regard to mixing and placing this large quantity of material quickly without damaging any mixing equipment, with this same representative being required to be available on-site for the pour early on the project work date and would remain until traffic is turned onto the patch and equipment is cleaned up. As a possible option, vendors may also provide, as a part of their quotation, information on supplying mixing and/or placement equipment with operator(s) to run the mixing operation.

This repair work is currently planned to be accomplished on Tuesday, February 9, 2016, but this date is weather dependent. The long-range forecast for that day is 40/20 degrees high/low air temperatures. To be prepared in the event the existing patch on the bridge does not hold until February 9th, materials should be delivered to our New Florence facility as soon as possible and no later than February 4, 2016, so these will be on hand if needed for repairs prior to the planned work date. Should the existing patch not hold until February 9th, the factory representative (and any bidder-supplied operators & equipment, if that option is selected) would need to be on-site as early as February 4th, after receiving 24 hours' notice.

QUOTATION SUBMISSION INSTRUCTIONS & QUESTIONS

Vendors should return pages 1 through 3 of this RFQ form attached to a quotation document on company letterhead. Include the following information based upon the requirements in the Scope of Work above:

- 1) What brand/type of MALP or similar Concrete Repair Material are you quoting for this project? With this response include firm unit pricing, listing your company's unit of measure for this material along with information on the type of containers and the quantity per container which will be delivered. Include the extended total cost pricing for this material based upon providing enough material for 50 Cubic Feet.
- 2) What is the minimum number of days required to deliver material (the earliest date of delivery possible after receipt of a purchase order or notice to proceed)?
- 3) The cost of services required from the factory representative should be included in the cost of the quoted material. If an earlier call-out is needed prior to February 9th, will there be any extra charges?
- 4) Do you wish to provide equipment with operator(s) for the mixing and/or placement of material? If so, what would be the additional costs, beyond that of the material itself?
- 5) If not providing wishing or able to provide equipment with operator(s), what equipment and methods do you recommend for mixing and placement? If you recommend use of a paddle-type mortar mixer, how would you share the risk of damage to the equipment caused by material setting up in the unit?

Vendors may provide any additional information they feel would help in evaluating responses received.

Award

Award will be made by evaluating all responses received to determine which combination of material types/costs, labor/service expenses, and/or equipment usage will be the best option for MoDOT.

F.O.B. Requirements, Tax Exemption & Fees

Price all materials as F.O.B. Destination. All costs must be included in the unit price(s) & not listed separately. MoDOT is tax exempt. No additional fees, such as delivery, handling, tire, battery, environmental fees, taxes, or fuel surcharges, will be accepted on any purchase. These costs should all be buffered into your unit pricing.

Personal Protective Equipment

All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel.

THE FOLLOWING ONLY APPLY IF AN OPTION FOR EQUIPMENT W/ OPERATOR(S) IS UTILIZED:

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) **General Liability:** Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;
- 2) **Automobile Liability:** Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;
- 3) **Missouri State Workmen's Compensation** policy or equivalent in accordance with state law.

Spill Prevention/Cleanup

The Contractor shall perform all work in a safe and professional manner. The Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring. The Contractor must provide systems necessary to prevent spill and overfills from occurring during any product transfer. The Contractor will be responsible for cleaning up any spill in accordance with state and federal environmental regulations. The Contractor must prevent spills from reaching streets, catch basins or other drainage structures during transfers. The Contractor's equipment operator(s) must take an active part in the prevention of spills. The operator(s) will take immediate actions to stop the flow of product when an emergency or spill occurs.

E-Verify

If the service portion of any project exceeds \$5,000, the awarded vendor will have to comply with the requirements of, complete forms, and provide documents related to the federal E-Verify program.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.

M/WBE/DBE INFORMATION: List all certified Minority or Women or Disadvantaged Business Enterprises (M/W/DBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>MBE, WBE, or DBE</u>	<u>Company Name</u>	<u>Percentage of Contract</u>	<u>M/W/DBE Certifying Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

If additional space is required, please attach an additional sheet and identify it as M/W/DBE Information

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

<u>Item (or item number)</u>	<u>Location Where Item is Manufactured or Produced</u>
_____	_____
_____	_____
_____	_____

If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

Right of Acceptance/Rejection

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version August 2014)